

INTEGRITY PACT

Preamble

- GMDA, in the fulfillment of its legal mandate under the Gurugram Metropolitan Development Authority (GMDA) Act, 2017, intends to invite proposals & bids and award contracts for procurement, works, goods and services.
- GMDA values integrity, probity and honesty promoting economic use of resources and fairness/transparency in its relations with its Bidder(s) and /or Contractor(s). In order to ensure integrity, transparency and trustworthiness in public procurement of goods and services, GMDA is proposing to adopt an ‘Integrity Pact’ with the prospective bidders/contractors, committing the persons/officials of both parties not to resort to corrupt practices in any aspect/stage of the contract or exercise any influence on any aspect of the contract. Only those bidders/contractors, who commit themselves to such a Pact with GMDA, would be considered competent to participate in the bidding process.
- The Integrity Pact program shall cover Request for Proposals/Tenders (RFP) for procurement, works, goods and services of value more than Rs. 1 crore.
- In order to achieve these goals, GMDA will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section-1- Commitments of GMDA

1. GMDA commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of GMDA, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise or accept, for self or third person, any material or other benefit which the person is not legally entitled to.
 - b. GMDA will during the tender process treat all Bidder(s) with equity and reason. GMDA will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

- c. GMDA will exclude from the process all known prejudiced persons.

Section-2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) shall also commit himself/herself to take all measures necessary to prevent corruption. He/She commits himself/herself to observe the following principles during his/her participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of GMDA's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter into any undisclosed agreement or understanding, whether formal or informal, whether collusive or otherwise, with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under any law; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by GMDA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. In case of sub-contracting, GMDA Bidder(s)/Contractor(s) shall ensure the adoption and signing of the Integrity Pact by the sub-contractor.
 - e. The Bidder(s)/Contractor(s) will, when presenting his/her/its bid, disclose any and all payments he/she/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Section-3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, GMDA is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process and blacklist the Bidder(s)/Contractor(s) from participating in future tenders of GMDA for a period of three years.

Section-4: Compensation for Damages

1. If GMDA has disqualified the Bidder(s) from the tender process prior to the award of the

contract according to Section 3, GMDA is entitled to demand and recover damages equivalent to Earnest Money Deposit/Bid Security.

2. If GMDA has terminated the contract according to Section 3, or if GMDA is entitled to terminate the contract according to Section 3, GMDA shall be entitled to demand and recover from the Bidder(s)/Contractor(s), liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section-5: Previous Transgression

1. The Bidder(s)/Contractor(s) declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and action can also be taken to debar him from participating in further tenders of GMDA for a period of three years.

Section- 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-contractors a commitment in conformity with this Integrity Pact.
2. GMDA will enter into agreements with identical conditions as this one with all bidders and contractors.
3. GMDA will disqualify from the tender process, bidders who do not sign this Integrity Pact or violate its provisions.

Section-7: Independent External Monitor

1. GMDA shall appoint a person of high integrity and proven reputation as Independent External Monitor for monitoring this Pact. The appointment shall be for a period of three years. The task of the Independent External Monitor is to review independently and objectively, whether and to what extent, GMDA and the Bidder(s)/Contractor(s) comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the both sides and shall perform his/her functions neutrally and independently. The reports of the Independent External Monitor shall be submitted to the Chief Executive Officer, Gurugram Metropolitan Development Authority (GMDA). In case, the Independent External Monitor so desires,

- the report may be submitted directly to the Chairperson of GMDA.
3. The mandate of the Independent External Monitor shall extend to the principles and commitments contained in the Preamble and Sections 1 and 2. It shall not extend to procedural completeness or procedural shortcomings except in so far as it impinges upon the principles and commitments contained in the Preamble and Sections 1 and 2.
 4. The Bidder(s)/Contractor(s) accepts that the Independent External Monitor has the right to access without restriction to all project documentation of GMDA including that provided by the Contractor. The Contractor will also grant the Independent External Monitor, upon his/her request, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Independent External Monitor is under obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
 5. Either on receipt of a complaint or otherwise, as soon as the Independent External Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform GMDA and request GMDA to take corrective action. The Independent External Monitor can in this regard submit non-binding recommendations. Every report or recommendation of the Independent External Monitor after it has been submitted to the Chief Executive Officer or Chairperson of GMDA, as the case may be, shall be placed in the public domain on the website of GMDA.
 6. The Independent External Monitor shall not receive any remuneration but shall be paid travelling allowance or official conveyance in lieu thereof, as applicable to the Chief Secretary to the State Government.

Section-8: Integrity Pact Duration

1. This Integrity Pact begins when both Parties have legally signed it. It shall expire for the Contractor(s), 12 months after the last payment under the contract, and for other unsuccessful Bidder(s), 3 months after the contract has been awarded.
2. If any complaint is made/lodged by either Party during this time, the same shall be binding and continue to remain valid notwithstanding the end of the period mentioned in sub-section (1) above.

Section-9: Other Provisions

1. If the Bidder(s)/Contractor(s) is/are a partnership or a consortium, the Integrity Pact must be signed by all members of the partnership or consortium.
2. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact shall continue to remain valid.

3. Information relating to procurements/contracts covered under the Integrity Pact and its progress would be shared with the Independent External Monitor on a monthly basis.

(For and on behalf of GMDA)

(For and on behalf of Bidders/Contractors)

(Official Seal)

(Official Seal)

Place:-----

Date:-----

Witness-1:

(Name & Address)

Witness-2:

(Name & Address)

